

INDENTURE OF LEASE

THIS INDENTURE OF LEASE executed the 8th day of August, 1996
by and between REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP (hereinafter referred
to as "Landlord") and INDIANAPOLIS - MARION COUNTY PUBLIC LIBRARY (hereinafter
referred to as "Tenant").

WITNESSETH THAT:

In consideration of the mutual covenants and agreements herein contained, the parties enter into the following Indenture of Lease:

(1) Leased Premises. Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this lease the premises outlined in red and designated with Tenant's name on the plot plan of a Shopping Center known as MICHIGAN PLAZA, which plot plan is marked Exhibit A and attached and made a part hereof, such premises being the space designated # 3805 W. Michigan Street, having a gross area of approximately 4610 square feet, and having approximate dimensions as shown thereon (hereinafter referred to as "Leased Premises"). Landlord expressly reserves the right to change or modify the plans and facilities of the Shopping Center without the consent of the Tenant, but neither the Leased Premises nor the general character of the Shopping Center shall be changed, nor shall any substantial part of the parking areas be reduced or relocated, without such consent.

Landlord grants to Tenant, its invitees, customers and general public, together with and subject to the rights granted; from time to time, by Landlord to other Tenants of the Shopping Center, the right to use the Parking and Common Areas of the Shopping Center.

The term "Shopping Center" whenever used herein shall mean MICHIGAN PLAZA Shopping Center, including any and all structures, parking facilities, common facilities and the like on the property described in Exhibit A, as the same may from time to time be changed, together with the structures thereon which may from time to time be included by Landlord in the development or expansion of the Shopping Center.

Tenant's employees shall park in those areas which Landlord may from time to time designate for employee parking, provided, however, the location, configuration, lighting and all other matters shall be subject to Tenant's approval, in its sole discretion.

(2) Term.

A) This lease shall be effective upon the execution by both parties and the term of this Lease shall commence on _____ (the "Commencement Date") (the date to be inserted shall be (a) Thirty (30) days after notice of possession date, as hereafter provided, or (b) The date the Tenant opens the Leased Premises for the conduct of business, whichever first occurs), and shall end on the date which is seven (7) years after the last day of the first full month immediately following the Commencement Date (The "Original Term").

B) Landlord shall give Tenant written notice of the date when possession of the premises shall be given to Tenant, which possession date shall be not later than on or about August 30, 1996 ("Delivery Date"), and on which date the Leased Premises shall be ready for installation of trade or store fixtures by Tenant; provided that such date shall be extended for the period of time of any strikes, casualty, acts of God or conditions over which Landlord has no control, including state or local licensing and/or permit authorities, with the exception of the circumstances referenced in clause 2B above, in the event Landlord does not deliver the Leased Premises to Tenant on or before the Delivery Date, Tenant shall receive rent credits equal to one day's free rent for each day thereafter during which possession of the Leased Premises has not been delivered to Tenant. And, likewise with the exception of the circumstances referenced in clause 2B above, if the Leased Premises are not delivered within sixty (60) days after the Delivery Date, Tenant may terminate the Lease by delivering written notice of such termination to Landlord at any time prior to the date on which possession of the Leased Premises is actually delivered to Tenant.

Upon expiration of the Original Term, Tenant shall have the right to renew and extend this Lease for five (5) additional terms of one year each ("Renewal Terms") upon the same terms and conditions except for the Minimum Rental rates, which are set forth in Exhibit B. Each such Renewal Term shall commence on the expiration of the Original

Term or the immediately-preceding Renewal Term, as applicable. Tenant's option to renew and extend the Lease for each Renewal Term shall be exercised by Tenant giving written notice of such exercise delivered to Landlord not less than six (6) months prior to the expiration of the then-current term.

(3) Rental.

A) Minimum Rental. During the Original Term, except as provided in 3B below, Tenant shall pay to Landlord a Minimum Rental in the amounts set forth in Exhibit B, attached hereto and incorporated herein. Minimum Rental shall be paid in equal monthly installments, in advance, on the first day of each calendar month during the Term of this Lease. In the event any installment of Minimum Rental or other charge occurring under this Lease shall become overdue for a period of ten (10) days or more, a late charge of five cents (\$.05) for each dollar so overdue may be charged by the Landlord for the purpose of defraying the expenses incident to handling such delinquent payment, or Landlord may exercise Landlord's rights under paragraph (16) of this Lease.

B) Landlord and Tenant acknowledge that Tenant currently occupies approximately 3702 square feet commonly known as unit #3815 in the Shopping Center ("Existing Space"), and from the date of execution of this lease by both parties until the first day of the first full month after the possession of the Leased Premises has been delivered to Tenant as provided in paragraph 2B:

(1) Minimum Rental for the Existing Space shall be at the rate of \$1002 per month; and

(2) All other rights and obligations of the parties with respect to the Existing Space shall be governed by the terms of this Lease; provided, however, during that period of time when Tenant has relinquished possession of any portion of the Existing Space to Landlord to enable Landlord to construct the Leased Premises as set forth in paragraph (5), Tenant shall not be obligated to pay any rent on that portion until such construction has been completed, but shall continue to pay pro-rata for the space being used, and will pay the full Minimum Rental when the Leased Premises have been delivered to Tenant.

(4) Security Deposit. Tenant has previously deposited with Landlord the sum of Two Hundred Dollars (\$200.00) receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this lease to be kept and performed by Tenant during the Term. If at any time during the Term of this Lease any of the rent shall be past due and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be past due and unpaid or in the event of the failure of Tenant to keep and perform any of the other terms, covenants and conditions of this lease to be kept and performed by Tenant, then the Landlord at its option may appropriate and apply the entire deposit, or such appropriate amount Landlord deems necessary, towards the past due amounts. Tenant will then be responsible to restore the security deposit to its full original amount within ten (10) days of receipt of written notification from Landlord to do so.

(5) Construction of Leased Premises. Landlord will construct, at its expense, the unit comprising the Leased Premises according to plans and specifications which have been approved by Tenant, including, without limitation, those items set forth on Exhibit C attached hereto and incorporated herein by reference. Such construction shall commence no sooner than on or about July 1, 1996 and shall be completed, with the exception of those circumstances referenced in clause 2B above, on or about August 30, 1996, and at such time during said period that the Leased Premises are suitably completed to permit Tenant to install its fixtures without disrupting Landlord's construction activities, Tenant shall have access to the Leased Premises to install such fixtures. Possession by Tenant shall evidence Tenant's acceptance of the Leased Premises. Upon request, Tenant agrees to execute a certificate to Landlord or to any proposed Mortgagee or purchaser of the Shopping Center certifying the Lease to be in full force and effect, that all work has been satisfactorily completed, that there are no defaults, offsets or counter claims (on stating the same) and such other fact as Landlord may reasonably request.

(6) Additional Rent. Landlord shall pay all taxes, assessments and levies charged or assessed by any governmental authority (hereinafter collectively referred to as taxes) upon its property in the Shopping Center and the Leased Premises and the land, buildings or premises in or upon which the Leased Premises are located, and shall cause fire and extended coverage insurance to be maintained thereon in amounts not to exceed the full replacement cost of the improvements constituting the Shopping Center from time to time. Tenant agrees to pay as additional rent Tenant's Proportionate Share (as hereinafter defined) of any premiums payable in respect of such fire and extended coverage insurance, and any premiums payable in respect of

public liability insurance maintained by or for Landlord in respect of the Shopping Center (assuming constant coverage), and Tenant's Proportionate Share of all water and sewer charges and common area electric charges.

"Tenant's Proportionate Share" shall be the fraction or ratio of the floor area of the Leased Premises divided by the total floor area of all buildings and structures in the Shopping Center. Tenant shall pay Tenant's Proportionate Share of Additional Rental in annual or semi-annual installments upon demand, in addition to the Minimum Rental payable hereunder. Tenant's Proportionate Share for a partial calendar year at the beginning or end of the Term of this Lease shall be pro-rated on a per diem basis. With each demand for payment, Landlord shall submit a statement in reasonable detail showing the computation of Tenant's Proportionate Share. Tenant's Proportionate Share, for use in all such billings and calculations, shall be 30.14

(7) Use and Occupancy. Tenant shall use the Leased Premises solely for A PUBLIC LIBRARY OR ANY RELATED FACILITY and for no other purpose or purposes without Landlord's consent. Tenant shall not do or permit anything to be done in or about the premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance upon the Leased Premises or the building wherein the premises are situated. Tenant shall comply with all laws, ordinances, orders and regulations affecting the premises and the cleanliness, safety, occupation and use thereof; provided, however, Landlord shall cause the construction of the Leased Premises to be completed in compliance with all such laws and shall insure that the Leased Premises and the Shopping Center comply with the Americans with Disabilities Act; any changes and improvements made by Tenant both during construction and after taking possession shall be Tenant's sole responsibility.

Tenant shall not cause or permit injury or waste to the Leased Premises or the building or Shopping Center of which the Leased Premises are a part or cause or permit a nuisance to exist, and shall keep the premises and the walkways adjacent to the premises and any grading, platform and service areas used by Tenant clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the premises and arrange for the regular pick up of such trash and garbage at Tenant's expense. Tenant shall not burn any trash or garbage of any kind in or about the premises of Shopping Center. Any changes and improvements made by Tenant both during construction and after taking possession shall be Tenant's sole responsibility.

A) Tenant shall be entitled to operate its business from the Leased Premises during such days and hours as Tenant deems advisable, and in every event, Tenant shall be entitled to operate its business until 9:00 p.m. each day. Landlord agrees to keep the Shopping Center and the parking areas therein fully-lighted during such times.

Landlord covenants and agrees that if the Tenant shall perform all of the covenants and agreements herein stipulated to be performed on the Tenant's part; the Tenant shall, at all times during said term, have the peaceable and quiet enjoyment and possession of said premises without any manner of hindrance from the Landlord or any person lawfully claiming through the Landlord.

Tenant covenants and agrees to deliver up and surrender to the Landlord possession of the Leased Premises upon the expiration of this Lease or its termination, as herein provided, in as good condition as at the commencement of said term, or as improved during the term hereof, destruction by casually, reasonable wear and tear and the effects of time excepted. Tenant shall not hold over beyond the end of any term for failure of Landlord to give notice to vacate, any such notice being waived by Tenant. In the event Tenant, notwithstanding, shall hold over after termination of this Lease, it shall constitute a tenancy from month to month governed by the terms hereof. Upon termination of this Lease, Landlord shall be entitled to evict Tenant and collect any and all monies owed, as provided herein.

(8) Rights of Landlord to Mortgage Premises. Landlord reserves the right to subject and subordinate this Lease to the lien of any mortgage hereafter placed upon the Leased Premises or the land and buildings of which the Leased Premises are a part, and Tenant hereby constitutes and appoints Landlord its attorney-in-fact to execute any subordination agreements reasonably acceptable to Tenant which may be required in connection with the negotiations or execution of any such mortgage. Tenant further agrees upon request to execute a subordination agreement. Any such subordination shall include language providing that Tenant will not be disturbed in its quiet enjoyment and possession of the Leased Premises by anyone taking title to the Leased Premises through or by way of such mortgage.

(9) Maintenance, Repairs and Alterations.

(A) Landlord's Responsibility. Landlord shall keep in good order, condition and repair the exterior foundations, exterior walls (except the interior faces

(B) Tenant's Responsibility: Tenant shall keep and maintain the premises and every part thereof, and the exterior and interior portions of all doors, windows, plate glass and show cases surrounding the premises and the store front in good order, condition and repair, including, without limitation, all plumbing, heating, air conditioning and sewage facilities within the Leased Premises, fixtures, interior walls, floors, ceilings, signs and all interior building appliances and similar equipment in good condition and repair, except for reasonable use and wear and tear.

(C) Alterations. Tenant shall have the right, but only with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, to make alterations to the interior of the Leased Premises so long as the cost thereof is paid by Tenant and all such work is done in a workmanlike manner and without damage to the structural elements of the premises and in conformance with the regulations of fire insurance underwriters carrying insurance on the Leased Premises. Tenant agrees that upon termination of this Lease it will, at its own expense, if Landlord shall so request, restore the Leased Premises to their former condition, ordinary wear and tear and damage by the elements excepted.

(C)1) Landlord agrees that Tenant shall be entitled to install a satellite dish on the property, in a location approved in advance and in writing by the Landlord, and that Tenant shall be entitled to install, maintain, replace, and repair any cables, conduits, wires, and other equipment for such satellite dish and for other telecommunications and computer equipment.

(D) Signs and Awnings. Tenant shall not affix to or upon the exterior of the Leased Premises signs or awnings except with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. The parties acknowledge that exterior signage currently on the Existing Space is satisfactory.

The Tenant shall not use any advertising media in or about the Leased Premises which shall be deemed objectionable to the Landlord or other Tenants or the public, including, without limiting the generality thereof, loudspeakers, phonographs or radio broadcasts in a manner to be heard outside the Leased Premises. The Tenant shall not conduct any auction, fire or bankruptcy sale in the Leased Premises, or install any exterior lighting or plumbing fixtures, shades or awnings or any exterior decorations or painting or make any changes in the store front or exterior of the Leased Premises without the previous written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

(E) Personal Property on Leased Premises - Risk of Damage. Tenant agrees that all personal property of every kind or description which may at any time be in the Leased Premises shall be at Tenant's sole risk, or at the risk of those claiming through or under the Tenant, and Landlord shall not be liable for and shall be held harmless by Tenant against all claims (including subrogation claims by Tenant's insurance carrier) for any damage to said property or loss suffered by the business or personal property of the Tenant arising from bursting, overflowing or leaking water, sewer or steam pipes or from the heating or plumbing fixtures, or from the electric wiring or from gas or odors or caused in any manner, except for the gross negligence or intentional misconduct of Landlord, its agents or employees.

(F) Trade Fixtures. All improvements to the Leased Premises and all fixtures shall be and become the property of the Landlord, except that all machinery and equipment installed by the Tenant and all trade fixtures installed or used by the Tenant shall remain the personal property of the Tenant; in every event, Tenant shall be absolutely entitled to remove any circulation desk, puppet or other performance stage, and built-in cabinets installed by or on behalf of Tenant.

(G) Liens. Tenant shall not cause or permit the creation of any lien against the Leased Premises on account of any labor or materials furnished in connection with maintenance, repairs or alterations undertaken by Tenant. In the event any such lien shall be filed against the Leased Premises, Tenant shall cause such lien to be released within ten (10) days after actual notice of the filing thereof or shall furnish to Landlord a bond, or other security reasonably satisfactory to Landlord, conditioned to indemnify Landlord against the foreclosure of such lien.

(H) Inspection and Repair by Landlord. Landlord shall have the right to enter upon the Leased Premises during normal business hours and immediately without notice, in any emergency situation, for the purpose of inspection or to make such improvements, repairs or alterations as it may consider expedient and which are approved by Tenant, but Landlord assumes no obligation to make any improvements, repairs or alterations except as expressly provided in this Lease. For a period commencing ninety (90) days prior to the expiration of this Lease, Landlord shall have the right to reasonable access to the Leased Premises for the purpose of exhibiting the same to prospective Tenants. To the extent feasible, all such inspections or

repairs shall be conducted in a manner so as not to interfere with the operation of Tenant's business in the Leased Premises.

(10) Indemnity and Insurance. Each party agrees to indemnify and save harmless the other against and from any and all claims by or on behalf of any person, firm or corporation arising from any breach or default in the performance of any covenant or agreement on its part to be performed under this Lease.

Tenant covenants at all times to save the Landlord harmless from all loss, cost or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels on or about the Leased Premises, or to the property itself resulting from the negligent acts of Tenant, its servants, agents and invitees.

Landlord covenants at all times to save the Tenant harmless from all loss, cost or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels on or about the Leased Premises, or to the property itself resulting from the negligent acts of Landlord, its servants and agents.

Tenant agrees to place and maintain, at Tenant's own expense, with insurance companies qualified to do business in the State of Indiana and acceptable to Landlord, public liability insurance with respect to Tenant's use and occupancy of said premises in amounts of at least \$100,000.00, in case of injury to or death of one person, and \$500,000.00 in case of injury to or death of more than one person. Tenant further agrees to maintain in force a minimum of \$500,000.00 property damage liability insurance. Such insurance shall be primary to any insurance carried by the Landlord and for the benefit of the Landlord and shall name the Landlord as an insured. Tenant agrees to furnish certificates of such insurance to Landlord with a required minimum thirty (30) days' advance written notice of cancellation to Landlord.

Tenant shall furnish at its own cost and expense replacement for any cracked or broken glass, including plate glass and interior and exterior windows and doors in the premises; provided, however, that Landlord will replace any glass that is cracked or broken by any casualty covered by fire and extended coverage or other insurance of the Landlord or caused by a structural defect or settling of the building in which the Leased Premises are located.

(11) Casualty. If the Leased Premises shall be partially destroyed by fire or other casualty so as to become partially untenable, the Leased Premises shall be repaired as speedily as possible by Landlord, unless caused by the negligence of others and is being repaired by such party, and an adjusted proportionate part of the Minimum Rental shall be abated until the Leased Premises are so repaired. The obligations of the Landlord hereunder shall be limited to rebuilding or repair of the Leased Premises to be similar in size, floor area and quality to the Leased Premises prior to such damage.

If the Leased Premises are so damaged as to become wholly untenable, then the Tenant may, if it so elects, within fifteen (15) days after such casualty, give Landlord notice in writing of the termination of the Lease. If Tenant does not terminate the Lease, Landlord shall within thirty (30) days after such damage, give the Tenant notice of its intention to repair and Landlord shall then proceed with reasonable speed to repair and restore the premises. Landlord's obligations hereunder shall be to restore the Leased Premises to be similar in size, floor area and quality to that prior to such damage.

In the event the building comprising the Shopping Center shall be destroyed or damaged by fire or other casualty as to render at least fifty per cent (50%) thereof untenable and such damage cannot be repaired or restored within one hundred eighty (180) days as determined by Landlord's architects' certification then either Tenant or Landlord, by notice in writing to the other within thirty (30) days after such casualty, may terminate this Lease. If Landlord elects to rebuild or restore and neither party elects to terminate the Lease, Landlord shall proceed with rebuilding and restoration as promptly as possible and proportionate part of the minimum rental shall be abated until the buildings are so repaired and restored. All insurance proceeds by reason of any such casualty shall be and belong to the Landlord, except for proceeds under policies maintained by Tenant on its property.

(11A) In the event Tenant does not receive reasonable assurances that the Leased Premises will be completely restored within ninety (90) days after any such casualty or Landlord does not commence such restoration within fifteen (15) days after such casualty, Tenant may terminate this Lease by giving Landlord thirty (30) days prior written notice of its election to so terminate the Lease.

(12) Condemnation. If the Leased Premises or any substantial portion of the parking spaces in the Shopping Center are condemned or taken in whole or in part by any public authority under the power of eminent domain, either Landlord or Tenant shall have the right as of the day possession shall be taken by such public authority to terminate this lease by notice thereof to the other in writing and rent shall be paid to the date of such possession or proportionate refund made by the Landlord if rent has been paid in advance. If neither party shall elect to terminate the Lease by reason of such condemnation, the Minimum Rent shall be reduced by the proportion of the floor area of the Leased Premises taken by such condemnation and Landlord shall make all necessary repairs or alterations so as to constitute the remaining premises a complete architectural unit.

All damages awarded for such taking, whether for a whole or a part of the Leased Premises shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises; provided, however, that the Landlord shall not be entitled to any award made to Tenant for loss of business depreciation to and the cost of removal of stock and trade fixtures, and any award attributed to Tenant's relocation expenses.

(13) Utilities. Tenant agrees to pay for all utilities supplied the Leased Premises, including, without limiting the generality thereof, electricity, gas, water, heat and charges for air conditioning, and sewerage, if any charge is made therefor.

(14) DELETED

(15) Common Area of Shopping Center. Landlord agrees to maintain parking areas, sidewalks and driveways, and to keep the common areas reasonably clear of snow and debris, and to maintain the lighting in the parking and sidewalk areas during business hours at night. In the event Landlord fails to perform its obligations under this paragraph (15) within ten (10) days after written notice from Tenant, Tenant may cause such obligations to be performed on Landlord's behalf and may deduct the cost thereof from the rent due under this Lease.

Tenant shall not use the common area of the Shopping Center or walks adjacent to the Leased Premises for any display or storage of merchandise or use such common areas in any way that would interfere with the use of such areas by the public or others without the express written consent of the Landlord.

The provisions of this lease respecting the common area, as well as the entire Shopping Center, shall apply to the common area and Shopping Center as they may be changed by Landlord from time to time, including, but without limiting the generality thereof, any increases, decreases or additional improvements thereof.

(16) Default. Landlord may terminate this Lease upon the occurrence of any one or more of the following events: (a) Failure of Tenant to pay an installment of rent within ten (10) days after written notice such rent is past due or to perform any other of its covenants under this lease within thirty (30) days after written notice (or if any such covenant cannot be performed within such 30-day period, if Tenant fails to commence such performance within said thirty (30) days); (b) the making by Tenant of an assignment for the benefit of its creditors; (c) the levying of a writ of execution or attachment on or against Tenant; (d) institution of proceedings for reorganization liquidation, voluntary or involuntary bankruptcy of Tenant or its adjudication as a bankrupt or insolvent or the appointment of receiver, trustee or liquidator to take charge of its assets; (e) by doing or permitting to be done by Tenant any act which creates mechanic's lien or claim therefor against the land or buildings of which the Leased Premises are a part and the same are not released or otherwise provided for by indemnity within ten (10) days after written notice thereof first given the Tenant from Landlord.

Upon the termination of the Lease for any of the foregoing reasons, Landlord may re-enter the Leased Premises with or without process of law, using such force as may be necessary, so long as the same is not a breach of the peace, and remove all persons and property, therefrom and Landlord shall not be liable for damages or otherwise by reason of such re-entry or termination of the term of this Lease. No such termination, however, shall affect the liability of Tenant for rental and other charges hereunder. In the event of such termination, Landlord may relet the premises on commercially-reasonable terms, and Tenant shall be liable to Landlord for the difference between the rental and other charges herein provided and the rental and other charges to be received from such reletting. Any such difference owing by Tenant for the entire remainder of the term shall be due and may be recovered at once when discounted to present value, without awaiting the expiration of the term, and shall

be based upon the best estimates of the amounts thereof available at the time.

(17) Assignment and Subletting by Tenant. Tenant shall have no right to assign, pledge, mortgage or otherwise encumber the Lease, nor to sublet all or any portion of the Leased Premises or permit any other person to hold or occupy any portion thereof unless the consent in writing of Landlord shall first have been obtained, which consent shall not be unreasonably withheld or delayed, and then only in the manner and upon the conditions set forth in such consent.

A) Nothing herein shall prohibit Tenant from merging with or reformatting as one or more public agencies or political subdivisions and thereafter conducting business under the same name or any other name.

(18) Non-Waiver Provisions. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either of the parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.

(19) DELETED

(20) Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notices or demand shall be given or served in writing, by certified or registered mail addressed as follows:

(a) To the Landlord at: MICHIGAN PLAZA, 3800 West Michigan Street
#1206, Indianapolis, Indiana, 46222.
ATTENTION: MANAGER

(b) To the Tenant at: INDIANAPOLIS - MARION COUNTY PUBLIC LIBRARY, P.O.
Box 211, Indianapolis, Indiana 46206
ATTENTION: M. JACQUELINE NYTES

All rental payments shall be made to the Landlord at the above address. These addresses may be changed from time to time by either party by serving notices as above provided.

(21) Governing Law. This lease shall be governed according to the laws of the State of Indiana.

(22) Short Form Lease. Landlord and Tenant agree not to place this Lease of record but upon the request of either party agree to execute for recording purposes a memorandum of lease indicating the leased premises, the lease term, and other provisions with respect to which notice to third parties is deemed advisable, but omitting rental and other terms of the Lease.

(23) Other Information. In the event either party defaults in its obligations under this Lease, and the non-defaulting party employs attorneys to enforce all or any part of this Lease, the party prevailing in any judicial action in connection with such enforcement shall be entitled to recover from the other party its attorney fees incurred in such action.

This Lease contains all of the agreements of the parties with respect to any matter covered in this Lease, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose, including without limitation, the provisions of any prior lease agreement.

Each party represents to the other that it has not employed any real estate broker in connection with the execution of this Lease, and each party shall indemnify the other and hold it harmless from and against any and all liability for the breach of such representation.

If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter shall include all others.

7



DOT PLAN

AMMH000098

EXHIBIT B
MINIMUM RENTAL RATES

YEAR 1 AND YEAR 2:
Rate: \$6.60 per square foot
Annual Rent: \$30,426.00
Monthly Installments: \$ 2,535.50

YEAR 3 AND YEAR 4:
Rate: \$6.95 per square foot
Annual Rent: \$32,039.50
Monthly Installments: \$ 2,669.95

YEAR 5 AND YEAR 6:
Rate: \$7.45 per square foot
Annual Rent: \$34,344.50
Monthly Installments: \$ 2,862.04

YEAR 7:
Rate: \$7.75 per square foot
Annual Rent: \$35,725.50
Monthly Installments: \$ 2,977.29

OPTIONAL RENEWAL TERMS

YEAR 8:
Rate: \$8.25 per square foot
Annual Rent: \$38,032.50
Monthly Installments: \$ 3,169.37

YEAR 9:
Rate: \$8.75 per square foot
Annual Rent: \$40,337.50
Monthly Installments: \$ 3,361.45

YEAR 10:
Rate: \$9.25 per square foot
Annual Rent: \$42,642.50
Monthly Installments: \$ 3,553.54

YEAR 11:
Rate: \$9.75 per square foot
Annual Rent: \$44,947.50
Monthly Installments: \$ 3,745.62

YEAR 12:
Rate: \$10.25 per square foot
Annual Rent: \$47,252.50
Monthly Installments: \$ 3,937.70

Librents

EXHIBIT C
CONSTRUCTION SPECIFICATIONS

AREA: 3805, 3807 plus 1,000 +/- sq. ft. of 3815 W. Michigan Street;
This new space will be known as 3805 W. Michigan St.

SIZE: 4610 sq. ft.

RENOVATIONS: Per Tenant's drawing, including:

- 1) Removing portions of the block walls;
- 2) Two bathrooms - one unisex staff and one unisex public;
- 3) A janitorial area with slop sink;
- 4) Partitions around the furnace area;
- 5) Accordion doors on the storage area;
- 6) Wiring for six separate computer stations;
- 7) Built-in drop box;
- 8) A \$10 per sq. yd. level-loop carpet allowance;
- 9) New lighting, paint, ceiling tiles;
- 10) Necessary ADA improvements, as mandated by law, not to include the delayed-closing devices on the entry doors; and
- 11) Larger sign on existing pilon at front of property.
- 12) Vestibule area at new interior entry area.

SPECIFICATIONS:

- 1) All lighting will be replaced with electronic ballasts and parabolic louvres;
- 2) All electric switch locations will be established in accordance with input and specifications provided by Tenant;
- 3) All wiring will be replaced per code. Sufficient supplemental lines, circuits and isolated grounds will be installed to accommodate the addition of six (6) personal computers, in addition to lines for a microwave, refrigerator and garbage disposal in the kitchen area;
- 4) All necessary ADA improvements will be completed. These include making the restrooms accessible and in conformance with ADA guidelines;
- 5) Handicap parking spaces for the library's use will be marked near the handicap ramp;
- 6) Doorhandles will be changed, as needed, to meet ADA guidelines;
- 7) The space will be entirely repainted in shades of white or pastels of the Tenant's choice from color samples provided by Landlord;
- 8) The ceiling tile will be replaced;
- 9) Vinyl flooring, of Tenant's choice from samples provided by Landlord, will be installed in selected areas throughout the space, most probably bathrooms, kitchen and other areas so determined by Tenant; and
- 10) A one-wall type kitchen area will be built with room for a microwave, refrigerator, sink with garbage disposal, countertop, drawers and some cabinetry.

See attached rough drawings for further details.

(24) Other Agreements.

A) It is agreed that, after the completion of the fifth (5th) year of this Lease, Tenant shall have the option, at any time thereafter, to buy out the remaining portion of the Lease for a Liquidation Fee equal to three (3) months' of the then-current Minimum Rental. This Liquidation Fee will be not less than \$8,586.12. Tenant's option to buy out shall be exercised by Tenant giving written notice of such exercise delivered to Landlord not less than ninety (90) days prior to Tenant's intended buy-out date.

B) It is agreed that, after the completion of the fifth (5th) year of this Lease, Tenant shall be entitled to receive new carpet, of similar type and grade and in the same locations as that provided with the construction detailed herein, at the Landlord's expense, provided Tenant waives the option to buy out the remainder of the Lease. Tenant's selection of the new carpet in lieu of the lease buy out, as stated in clause (24A) above, shall be exercised by Tenant giving written notice of such selection delivered to Landlord at any time after the completion of the fifth (5th) year of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Indenture of Lease as of the date first above written:

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

3800 West Michigan Street #1206

Indianapolis, IN 46222

LANDLORD

Attest:

Cynthia Mullis

By: Robert A. King

INDIANAPOLIS - MARION COUNTY PUBLIC LIBRARY

P.O. BOX 211

INDIANAPOLIS, INDIANA 46206

TENANT

Attest:

M. Jacqueline Nystes

By: James M. King